

Phillips &
Cohen
Associates, LTD

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF YAKIMA

6 7 8 9 10 11 12	Carl H. Plumb, pro se vs. BARCLAYS BANK DELAWARE; FIRSTSOURCE ADVANTAGE, LLC; COLLECTCORP CORPORATION; PLAZA ASSOCIATES aka AID ASSOCIATES, INC.; FINANCIAL RECOVERY SERVICES, INC; PHILLIPS & COHEN ASSOCIATES, LTD. Defendants.	Plaintiff, NO. _____ SUMMONS (20 days)
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13 STATE OF WASHINGTON, TO: The Defendants above named.

14 A lawsuit has been started against you in the above entitled court by the above
15 named plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is
16 served upon you with this summons.

17 In order to defend against this lawsuit, you must respond to the complaint by
18 stating your defense in writing, and by serving a copy upon the person signing this
19 summons within 20 days after the service of this summons, excluding the day of service,
or a default judgment may be entered against you without notice. A default judgment is
one where plaintiff is entitled to what he asks for because you have not responded. If you
serve a notice of appearance on the undersigned person, you are entitled to notice before
a default judgment may be entered.

20 You may demand that the plaintiff file this lawsuit with the court. If you do so,
21 the demand must be in writing and must be served upon the person signing this summons.
22 Within 14 days after you serve the demand, the plaintiff must file this lawsuit with the
court, or the service on you of this summons and complaint will be void.

23 If you wish to seek the advice of an attorney in this matter, you should do so
promptly so that your written response, if any, may be served on time.

SUMMONS

Page 1 of 2

COPY

Carl H. Plumb
4902 Richey Rd.
Yakima, WA 98908
509-965-4304/509-965-4334 Fax

EXHIBIT A-1

1 This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of the
State of Washington.

2 Dated: AUGUST 9, 2011

3 By: Carl H. Plumb

4 Carl H. Plumb
5 4902 Richey Rd.
6 Yakima, WA 98908
7 509-965-4304/509-965-4334 Fax

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SUMMONS

Page 2 of 2

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5 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
6 IN AND FOR THE COUNTY OF YAKIMA

7

Carl H. Plumb, pro se

Plaintiff,

vs.

NO. _____

8

9 BARCLAYS BANK DELAWARE;
10 FIRSTSOURCE ADVANTAGE, LLC;
11 COLLECTCORP CORPORATION; PLAZA
ASSOCIATES aka AID ASSOCIATES, INC.;
FINANCIAL RECOVERY SERVICES, INC;
PHILLIPS & COHEN ASSOCIATES, LTD.

Defendant.

COMPLAINT

12

13 COMES NOW Plaintiff, Carl H. Plumb, acting on his own behalf as *pro se*, for
14 his complaint against Defendants, BARCLAYS BANK DELAWARE (“Barclays”),
15 FIRSTSOURCE ADVANTAGE, LLC (“Firstsource”), COLLECTCORP
16 CORPORATION (“Collectcorp”), PLAZA ASSOCIATES aka AID ASSOCIATES,
INC. (“Plaza”), FINANCIAL RECOVERY SERVICES, INC. (“FRS”), and PHILLIPS &
COHEN ASSOCIATES, LTD. (“Phillips”) alleges as follows:

17

INTRODUCTION

18

19 1. This is an action brought for damages for violations of the following: the
Washington State Fair Credit Reporting Act RCW 19.182 *et seq*; the Fair Debt Collection
20 Practices Act (“FDCPA”) 15 U.S.C. §1692 *et seq*; the Fair Credit Reporting Act
21 (“FCRA”) 15 U.S.C. §1681 *et seq*; the Telephone Consumer Protection Act (“TCPA”) 47
U.S.C. § 227 *et seq*; the Washington State Consumer Protection Act (“CPA”) RCW
22 19.86 *et seq*; and Violating Right of Privacy RCW 9.73.030.

23

2. While many violations are described below with specificity, this Complaint
alleges violations of the statutes cited in their entirety.

COMPLAINT

Page 1 of 22

COPY

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3. Violations by Defendants were known, willful, and intentional. The Defendants actions were unfair, unreasonable and deceitful. The extensive degree of repetitive, frequent and persistent violations by each of the Defendants show that the Defendants did not maintain procedures reasonably adapted to avoid any such violations. The Defendants' pattern of behavior of violations show that the Defendants did not have, or follow, internal error-correction procedures to avoid violations or to comply with RCW 19.182 *et seq.*, 15 U.S.C. §1692 *et seq.*, 15 U.S.C. §1681 *et seq.*, 47 U.S.C. § 227 *et seq.*, RCW 19.86 *et seq.*, and RCW 9.73.030.

JURISDICTION AND VENUE

4. The jurisdiction of this Court is conferred by 28 U.S.C. § 1331, 15 U.S.C. §1681p, 15 U.S.C. §1692k, 28 U.S.C 1367, and RCW 4.28.080(9).

5. Venue is proper in this circuit pursuant to 28 U.S.C. §1391 and by the fact Plaintiff at all times relevant was a resident of Yakima County, Washington and Defendants conducted business in Yakima County, Washington.

6. Plaintiff, Carl H. Plumb, is a natural person and is a resident of the State of Washington.

7. Defendant, *Barclays Bank Delaware*, is a Delaware Corporation whose principal office is 125 S. West Street, Wilmington, Delaware 19801-5015. Barclays is not registered with the Washington Secretary of State. Barclays is licensed by the Washington State Department of Licensing as a Washington State Business with no entity type. Barclays is a banking entity and alleged creditor for an unknown, disputed account ending in "9883" or "1692" allegedly owed by Plaintiff.

8. Defendant, *Firstsource Advantage, LLC*, is a New York Limited Liability Company whose principal office is 205 Bryant Woods S, Amherst, New York 14228-3609. Firstsource is registered with the Washington Secretary of State, and its registered agent is CT Corporation System, 1801 West Bay Drive NW, Ste 206, Olympia, Washington 98502. Firstsource is licensed by the Washington State Department of Licensing as a collection agency and is an alleged debt collector for Barclays.

9. Defendant, *Collectcorp Corporation*, is an Arizona corporation whose principal office is 455 N 3rd Street, Ste 260, Phoenix, Arizona 85004. Collectcorp is registered with the Washington Secretary of State, and its registered agent is CT

1 Corporation System 1801 West Bay Drive NW, Ste 206, Olympia, Washington 98502.
2 Collectcorp is licensed by the Washington State Department of Licensing as a collection
3 agency and an alleged debt collector for Barclays.

4 10. Defendant, *Plaza Associates*, is a "trade-name" for *AID Associates, Inc.*, a
5 New York corporation whose principal office is 370 Seventh Avenue #1200, New York,
6 New York 10001-3982. AID Associates, Inc. is not registered with the Washington
7 Secretary of State. AID Associates, Inc. is licensed by the Washington State Department
8 of Licensing as a collection agency. Plaza Associates is not licensed or registered with
9 Washington State but is an alleged debt collector for Barclays.

10 11. Defendant, *Financial Recovery Services Inc*, is a Minnesota corporation
12 whose principal office is 4900 Viking Drive, Edina, Minnesota 55435. FRS is not
13 registered with the Washington Secretary of State. FRS is licensed by the Washington
14 State Department of Licensing as a collection agency. FRS is an alleged debt collector
15 for Barclays.

16 12. Defendant, *Phillips & Cohen Associates, LTD.*, is a New Jersey corporation
17 whose principal office is 695 Rancocas Road, Westampton, New Jersey 08060. Phillips
18 is registered with the Washington Secretary of State and its registered agent is CT
19 Corporation System, 1801 West Bay Drive NW, Ste 206, Olympia, Washington 98502.
20 Phillips is licensed by the Washington State Department of Licensing as a collection
21 agency. Phillips is an alleged debt collector for Barclays.

22 13. This Court has personal jurisdiction over the Defendants because
23 Defendants do business within the State of Washington, at all times relevant Defendants
conducted business within the State of Washington and Defendants have committed acts
causing injury to a Washington citizen.

24 14. Venue in Yakima County is proper because at all times relevant, the cause
25 of action arose in Yakima County.

26 15. All conditions precedent to the bringing of this action have been
27 performed, waived or excused.

28 FACTUAL ALLEGATIONS

29 16. On or about February 8, 2010 Plaintiff received a letter dated February 3,
30 2010 from Firstsource. Firstsource was attempting to collect an alleged debt owed to an

1 alleged creditor, Barclays. Barclays was an entity unknown to the Plaintiff. The alleged
2 debt was for an account ending in "9883." In its letter, as required by 15 U.S.C. §
3 1692g(a)(4) and (5), Firstsource promised the Plaintiff the following:

4 "If you notify this office in writing within 30 days after receiving this notice that
5 you dispute the validity of this debt or any portion thereof, this office will obtain
6 verification of the debt or obtain a copy of a judgment and mail you a copy of
7 such judgment or verification. If you request this office in writing within 30 days
8 after receiving this notice, this office will provide you with the name and address
9 of the original creditor, if different from the current creditor."

10 17. On February 21, 2010 Plaintiff sent a timely letter to Firstsource disputing
11 the alleged debt, requesting validation of the alleged debt and requesting the name and
12 address of the original creditor. Plaintiff requested that the Defendant not telephone him
13 and that all communication be in writing. The letter was received by Firstsource on
14 February 25, 2010. Firstsource did not respond to the request.

15 18. On March 27, 2010 Plaintiff sent a second letter to Firstsource notifying the
16 Defendant that it had not validated the alleged debt nor provided the requested-
17 information. The letter was received by Firstsource on March 30, 2010. Firstsource did
18 not respond to the request.

19 19. On April 3, 2010 Plaintiff sent a third letter to Firstsource disputing the
20 alleged debt, requesting the name and address of the alleged creditor and requesting
21 further information concerning the alleged debt. Plaintiff also stated, "This is my second
22 request for you to not contact me by telephone." The letter was received by Firstsource
23 on April 6, 2010. Firstsource did not respond to the request.

17 20. Plaintiff is informed and believes that Barclays and/or Firstsource
18 transferred the disputed account to Collectcorp for collection without disclosing that the
19 debt was disputed. Collectcorp later became aware that the debt was disputed.

20 21. On June 2, 2010, unbeknownst to the Plaintiff, until discovered later,
21 Collectcorp willfully and knowingly invaded Plaintiff's right of privacy by obtaining
22 Plaintiff's consumer report ("hard pull") from TransUnion Consumer Reporting Agency
23 ("TransUnion") under false pretenses and without a permissible purpose. Collectcorp's
24 actions harmed the Plaintiff's credit score and reputation.

25 22. On June 7, 2010 Plaintiff received a letter dated June 2, 2010 from

Collectcorp attempting to collect the debt allegedly owed to Barclays for an account ending in "1692." The account number was different from the one claimed earlier by Firstsource. Collectcorp promised to provide Plaintiff verification of the alleged debt and creditor information if requested.

23. On June 8, 2010 Plaintiff mailed a timely letter to Collectcorp, disputing the alleged debt, requesting validation of the alleged debt, requesting the name and address of the alleged creditor and further information. The letter was received by Collectcorp on June 11, 2010. Collectcorp did not respond to the request.

24. Plaintiff is informed and believes Barclays and/or Collectcorp transferred the account to Plaza for collection without disclosing that the debt was disputed. Later, Plaza became aware that the debt was disputed.

25. On October 13, 2010 Plaintiff received a letter dated October 7, 2010 from Plaza attempting to collect the alleged debt owed to Barclays for an alleged account ending in "9883." The account number was different from the one that Collectcorp had claimed earlier. In its letter, Plaza promised to provide the Plaintiff verification of the alleged debt and creditor information if requested.

26. On November 4, 2010 Plaintiff sent a timely letter to Plaza disputing the alleged debt, requesting validation of the alleged debt, requesting the name and address of the alleged creditor and further information. The letter requested that Defendant not communicate by telephone and that all communication be in writing. The letter was received by Plaza on November 9, 2010. Plaza did not respond to the request.

27. On December 15, 2010 Plaintiff sent a second letter to Plaza notifying them that they had not validated the alleged debt nor had they provided the requested information. The letter was received by Plaza on December 21, 2010. Again, Plaza did not respond to Plaintiff's letter.

28. Plaintiff is informed and believes, Barclays and/or Plaza transferred the disputed account to FRS for collection without disclosing to FRS that the debt was disputed. FRS later became aware that the debt was disputed.

29. On March 8, 2011 Plaintiff received a letter dated March 3, 2011 from FRS attempting to collect an unknown debt, allegedly owed to Barclays ending in "9883." In its letter, FRS promised to provide the Plaintiff verification of the alleged debt and

1 creditor information if requested.

2 30. On March 21, 2011 Plaintiff sent a timely letter to FRS disputing the
 3 alleged debt, requesting validation of the alleged debt, requesting the name and address
 4 of the alleged creditor and further information. The letter requested that FRS not
 communicate by telephone and that all communication be in writing. The letter was sent
 received by FRS on March 25, 2011. FRS did not respond to Plaintiff's requests.

5 31. Plaintiff is informed and believes Barclays and/or FRS transferred the
 6 disputed account to Phillips for collection without disclosing to Phillips that the debt was
 7 disputed. Phillips later became aware that the debt was disputed.

8 32. On April 1, 2011 unbeknownst to the Plaintiff until discovered later,
 9 Phillips willfully and knowingly invaded Plaintiff's right of privacy by obtaining
 10 Plaintiff's consumer report from Equifax Consumer Reporting Agency ("Equifax") under
 11 false pretenses and without a permissible purpose.

12 33. On April 8, 2011 Plaintiff received a letter dated April 1, 2011 from
 13 Phillips attempting to collect the alleged debt owed to Barclays for an unknown, alleged
 14 account ending in "9883." In its letter Phillips promised to provide the Plaintiff with
 15 verification of the alleged debt and creditor information if requested.

16 34. On April 12, 2011 Plaintiff sent a timely letter to Phillips disputing the
 17 unknown, alleged debt, requesting validation of the alleged debt and the name and
 18 address of the alleged creditor and other information. The letter requested that Phillips
 19 not communicate by telephone, but that all communication be in writing. Phillips
 20 received the letter on April 15, 2011. Phillips did not respond to Plaintiff's requests.

21 35. On about June 2, 2011 Plaintiff discovered from an Equifax consumer
 22 report issued to him on May 26, 2011 that Phillips had obtained his consumer report on
 23 04/01/2011 under the false and deceptive pretense that it had a "Permissible Purpose,"
 certifying that its inquiry was "a periodic review" of Plaintiff's credit history by one of
 Plaintiff's "creditors." This was a known false certification. Phillips also falsely
 represented both its name and place of business as being "Phillips and Cohenassoc."
 located at 6601 Park Of Commerce Blvd Ltd/Analatytics Group Inc Boca Raton, FL
 33487-8247.

36. On about February 2, 2011 Plaintiff discovered from a TransUnion

1 consumer report issued to him on January 24, 2011 that Collectcorp had obtained his
2 consumer report on 06/02/2010 under the false and deceptive pretense that it had a
3 "Permissible Purpose." Collectcorp's wrongful inquiry reduced Plaintiff's credit score
4 and will remain on Plaintiff's consumer report, from 06/02/2010, for two years for
anyone to see.

5 37. Later, on April 27, 2011 Plaintiff disputed to Collectcorp in writing the
improper inquiry made under false pretenses. In bad faith, Collectcorp refused to remove
6 from Plaintiff's consumer report the false inquiry information it had provided to
TransUnion.

7 38. For the specific purpose of securing Plaintiff's interest in his right of
8 privacy, both Plaintiff's residential telephone number and personal, private cellular
9 telephone numbers are on the "National Do Not Call Registry. Plaintiff's cellular
10 telephone number was also purposefully never a published number and the number was
11 never listed on any application or any account with any business entity, including, but not
limited to Barclays and the other defendants.

12 39. Plaintiff has never given "prior express consent," "permission" or "release"
13 of either the Plaintiff's residential telephone number or his private cellular telephone
number to the Defendants.

14 40. The Defendants did not have an "established business relationship" with
15 the Plaintiff.

16 41. Nevertheless, on numerous occasions, Defendants willfully and knowingly
17 called both Plaintiff's residential telephone and personal, private cellular telephone
without permission.

18 42. Plaintiff repeatedly requested both in writing and orally that the Defendants
not telephone.

19 43. Defendants failed to disclose in their telephone communications that they
20 were debt collectors.

21 44. Defendants made telephone calls without meaningful disclosure of the
22 caller's identity, including, but not limited to, blocking the caller's name and/or telephone
number from appearing on the caller ID.

23 45. Defendants failed to disclose that their telephone communications were

1 recorded.

2 46. Defendants repeatedly violated Plaintiff's right of privacy because each
Defendant called Plaintiff more than once within a 12-month period.

3 47. Defendants harassed the Plaintiff by communicating with the Plaintiff in
any form, manner, or place, more than three times in a single week.

4 48. On numerous occasions, Defendants left recorded messages on Plaintiff's
residential and cell phones without express permission.

5 49. On numerous occasions, Defendants left recorded messages using
automatic telephone dialing system or artificial or prerecorded voices on Plaintiff's
residential and cell phones without express permission.

6 50. On numerous occasions, Defendants called Plaintiff's residential telephone
and personal, private cellular telephone using automated telephone equipment.

7 51. Plaintiff verbally requested the identity of the caller until he realized that
they were automated calls.

8 52. After receiving Plaintiff's repeated requests not to telephone, in bad faith
and for the purpose of harassment, Defendants called both of Plaintiff's residential and
cellular telephone numbers. Plaintiff's written log and cell phone records alone (showing
the telephone numbers, dates and exact time of the calls), prove that the Defendants
knowingly and willfully called Plaintiff's private cell phone on the following days:

9 a. Firstsource called Plaintiff's private cell phone at least three times,
including, but not limited to on 4/30/2010, 5/5/2010 and 5/11/2010.

10 b. Collectcorp called Plaintiff's private cell phone at least eleven (11) times.

11 Among those eleven (11) times Collectcorp called Plaintiff's private cellular
12 phone five (5) times in one week's time – on 09/21/10, 09/22/10, 09/24/10,
13 09/27/10, 09/28/10; four (4) times in one week's time on 09/29/10,
14 09/29/10, 09/29/10, 09/30/10 and three of those calls were in one day's time
15 on 09/29/10.

16 c. Plaza called Plaintiff's private cell phone at least nine (9) times. Among
17 those nine (9) times Plaza called Plaintiff's private cellular phone two (2)
18 times on 10/5/10; three (3) times on 10/19/10; three (3) times on 10/25/10;
19 and six (6) times in one week on 10/19/10, 10/19/10, 10/19/10, 10/25/10,

10/25/10, 10/25/10.

1 d. FRS called Plaintiff's private cell phone at least four (4) times, including,
2 but not limited to on 03/8/11, 03/9/11, 03/15/11 and 03/16/11.

3 e. Phillips called Plaintiff's private cell phone including, but not limited to on
4 03/31/11.

5 53. Phillips called Plaintiff's residential telephone, on dates including but not
6 limited to on 04/04/11 and on 04/13/11.

7 54. Plaintiff suffered emotional and mental anguish and distress by the
8 repeated, harassing and haranguing debt collections efforts by the Defendants, including
9 communications and telephone calls from one Defendant after another and their
10 accusations of him owing an unknown, unverified, disputed debt with different account
11 numbers from an unknown entity. Defendants' willful and unconscionable harassing
12 actions and phone calls interrupted and interfered with Plaintiff's normal business calls
13 and activities, caused a loss of sleep and appetite, and prevented Plaintiff from receiving
14 vital customer inquiries, interfered with his ability to respond promptly and as a result
15 Plaintiff missed calls which caused a loss of business and income. By commission and
16 omission, Defendants' unreasonable and unfair refusals to respond to Plaintiff's requests,
17 to provide a reasonable validation of the alleged debt and creditor information, their
18 repeated unlawful invasions of his right of privacy by telephone and unlawfully accessing
19 his consumer report, harmed the Plaintiff resulting in emotional and mental distress, pain,
20 anguish, and suffering, humiliation, loss of business and livelihood, loss of use of funds,
21 loss of reputation, loss in credit rating, and expenditures of attorney's fees and costs.

22 55. Under the law of agency (the agent's acts bind the principal), Barclays is
23 responsible for the actions of its agents and debt collectors, Firstsource, Collectcorp,
24 Plaza, FRS, and Phillips. Barclays is liable and obligated to insure that its agents
25 maintain procedures reasonably adapted to avoid any violations of law and that they
26 follow internal, error-correction procedures to avoid violations of the Fair Debt
27 Collection Practices Act (FDCPA), 15 U.S.C. §1692 *et seq.*, the Washington Fair Credit
28 Reporting Act, RCW 19.182 *et seq.*, the Collection Agencies Act, RCW 19.16 *et seq.*, the
29 Washington Consumer Protection Act, RCW 19.86 *et seq.*, and Fair Credit Reporting Act
30 ("FCRA"), 15 U.S.C. §1681 *et seq.*, Telephone Consumer Protection Act ("TCPA"), 47

1 U.S.C. § 227 *et seq*, and the Right of Privacy, RCW 9.73 *et seq*.

2 **COUNT ONE**

3 **WILLFUL VIOLATIONS OF: THE FAIR DEBT COLLECTION PRACTICES**
4 **ACT (FDCPA), 15 U.S.C. §1692 *et seq*;**
5 **THE COLLECTION AGENCIES ACT, RCW 19.16 *et seq*; AND THE**
6 **CONSUMER PROTECTION ACT RCW 19.86 *et seq* BY DEFENDANTS**
7 **FIRSTSOURCE, COLLECTCORP, PLAZA, FRS, PHILLIPS AND BARCLAYS**
8 **(UNDER THE LAW OF AGENCY)**

9 56. Plaintiff re-alleges and incorporates the above paragraphs as though fully
10 set forth herein.

11 Plaintiff is a consumer within the meaning of the FDCPA, 15 U.S.C. § 1692a(3).

12 57. The FDCPA, 15 U.S.C. §1692 *et seq* was enacted by Congress because of
13 the abundant use by many debt collectors of abusive, deceptive and unfair debt collection
14 practices and for the purpose of eliminating abusive debt collection practices by debt
15 collectors.

16 58. Defendants Firstsource, Collectcorp, Plaza, FRS, and Phillips, are debt
17 collectors within the meaning of the FDCPA, 15 U.S.C. § 1692a(6).

18 59. Under the law of agency, alleged creditor and Defendant, Barclays, is
19 responsible for its agents and debt collectors.

20 60. The Defendant debt collectors willfully and knowingly violated the
21 FDCPA by their repeated use of abusive, deceptive and unfair debt collection practices.

22 61. Defendants' violations include, but are not limited to, the following:

23 a. Defendants violated 15 U.S.C. §1692e(2)(A) by falsely representing the
character, amount, or legal status of an unverified debt.
b. Defendants violated the FDCPA, 15 U.S.C. §1692e by making false and
misleading representations saying they possessed, or could possess,
verification of the alleged debt and that they would provide the validation or
verification documents if asked, but they did not provide the validation or
verification documents.
c. Defendants violated the FDCPA, 15 U.S.C. §1692e(5) by threatening to take
actions that could not legally be taken or that they did not intend to take.
d. Defendants violated the FDCPA, 15 U.S.C. §1692e(8) by communicating or

1 threatening to communicate to third parties credit information which is
 2 known or which should be known to be false, including the failure to
 3 communicate that a debt is disputed.

4 e. Defendants violated the FDCPA, 15 U.S.C. §1692e and 15 U.S.C.
 5 §1692e(10) by the use of false, deceptive and misleading representation and
 6 means in connection with the collection of a debt or obtaining information
 7 concerning a consumer.

8 f. Defendants violated the FDCPA, 15 U.S.C. §1692g(b) because when the
 9 Plaintiff had notified Defendants in writing within the thirty (30) day period
 10 described in the FDCPA, 15 U.S.C. § 1692g(a), that the alleged debt was
 11 disputed, Defendants continued to attempt to collect the debt before any
 12 verification of the debt was provided to Plaintiff.

13 g. Defendants violated 15 U.S.C. § 1692d, because the natural consequence of
 14 the Defendants' actions were to harass, oppress, and abuse the Plaintiff by
 15 the following: 1) accusing Plaintiff of owing an alleged debt; 2) promising
 16 Plaintiff "this office will obtain verification of the debt" and "this office will
 17 provide you with the name and address of the original creditor, if different
 18 from the current creditor;" 3) failing to provide the promised information to
 19 Plaintiff; 4) failing to comply with Plaintiff's requests not to telephone; and
 20 5) telephoning Plaintiff without permission.

21 h. Defendants violated 15 U.S.C. § 1692d, 15 U.S.C. § 1692e, because the
 22 natural consequence of the Defendants' actions was to harass, oppress, and
 23 abuse the Plaintiff by giving the alleged debt to another debt collector and/or
 back to the alleged creditor, Barclays, for further collection purposes without
 notifying the Defendant and without reporting to third parties that the alleged
 debt was disputed.

i. Defendants violated 15 U.S.C. §1692d(6) on numerous occasions by placing
 telephone calls to Plaintiff without meaningful disclosure of the caller's
 identity.

j. Defendants violated 15 USC § 1692e(11) on numerous occasions by failure
 to disclose in their telephone communications that the communication was

1 from a debt collector.

2 k. Defendants violated the FDCPA, 15 U.S.C. § 1692c(b) on numerous

3 occasions by communicating with third parties without the prior consent of

4 Plaintiff given directly to the debt collector, and when not reasonably

5 necessary to effectuate a post-judgment judicial remedy.

6 l. Defendants violated the FDCPA, 15 U.S.C. § 1692d(5) on numerous

7 occasions by causing a telephone to ring or engaging any person in telephone

8 conversation repeatedly or continuously with the intent to annoy, abuse, or

9 harass any person at the called number.

10 m. Defendants violated the FDCPA, 15 U.S.C. § 1692f on numerous occasions

11 by omission and/or commission by the unfair practice of making untrue,

12 misleading statements or misrepresentations to the Plaintiff and other third

13 parties in reference to the alleged debt and account.

14 n. Defendants violated the FDCPA, 15 U.S.C. § 1692 by collecting or

15 attempting to collect a debt asserted to be owed without properly

16 investigating the alleged account and without possessing sufficient certified

17 original or certified-to-be-true-and-exact copies of documents proving the

18 alleged debt was bona fide and originated by the Plaintiff.

19 o. Defendants violated the FDCPA, 15 U.S.C. § 1692e by unfairly attempting to

20 enforce an unverified debt, failing to properly investigate the alleged debt

21 before attempting to collect on it and by failing to advise Plaintiff as to any

22 transfers or assignments of the alleged debt from the alleged original creditor

23 to any successor creditor or to any alleged debt collector.

24 p. Collectcorp violated the FDCPA, 15 U.S.C. § 1692e(2)(A) and § 1692g(b) by

25 knowingly and willfully obtaining Plaintiff's consumer report from

TransUnion under false, deceptive and misleading representation.

q. Phillips violated the FDCPA, 15 U.S.C. § 1692e(2)(A) and § 1692g(b) by

knowingly and willfully obtaining Plaintiff's consumer report from Equifax

under false, deceptive and misleading representation.

r. Collectcorp violated the FDCPA, 15 U.S.C. § 1692e(7)(8)&(9) and RCW

19.182 by knowingly and willfully invading Plaintiff's right of privacy when

1 it obtained Plaintiff's consumer report under false pretenses; by certifying to
 2 TransUnion that Collectcorp had a "permissible purpose" to access Plaintiff's
 3 consumer report; by hurting Plaintiff's credit score; and by communicating to
 4 TransUnion information which is known or which should be known to be
 5 false.

6 s. Phillips violated the FDCPA, 15 U.S.C. § 1692e(7)(8)&(9) and RCW 19.182
 7 by knowingly and willfully invading Plaintiff's right of privacy when it
 8 obtained Plaintiff's consumer report under false pretenses; by certifying to
 9 Equifax that Phillips had a "permissible purpose" as a "creditor" to access
 10 Plaintiff's consumer report; by communicating to Equifax information which
 11 is known or which should be known to be false.

12 t. Collectcorp violated the FDCPA, 15 U.S.C. § 1692e(2)(A) by knowingly and
 13 willfully claiming that Plaintiff owed an alleged debt for an account number
 14 ending in "1692" that had no relation to the unknown, alleged account ending
 15 in "9883" that the other debt collectors claimed belonged to Barclays.

16 u. Plaza violated the FDCPA, 15 U.S.C. § 1692e(14) by the use of a business,
 17 company or organization name other than the true name of the debt
 18 collector's business, company, or organization, which is AID Associates, Inc.
 19 (Plaza also operated without a State of Washington license in violation of the
 20 Collection Agencies Act (RCW 19.16.110).
 21 v. Phillips violated the FDCPA, 15 U.S.C. § 1692e(5) by threatening to take
 22 legal action that cannot legally be taken or that it did not intend to take by
 23 stating that its agreement with Barclays stipulated that they could explore "all
 options" for recovering the alleged amount owed to Barclays and that
 Barclays was approaching this matter with the "utmost seriousness." Phillips
 also threatened and intimidated the Plaintiff by referring to the Plaintiff's
 consumer report and implying that if Plaintiff did not satisfy the alleged
 obligation, Plaintiff's credit history would not be "updated."
 w. Defendants violated the FDCPA, 15 U.S.C. § 1692f(1) by attempting to
 collect an amount (including any interest, fee, charge, or expense incidental
 to the principal obligation) unless such amount is expressly authorized by the

1 agreement creating the debt or permitted by law. (Defendants did not
2 possess an agreement creating the alleged debt.)

3 x. Defendants violated the FDCPA because they did not maintain procedures
4 reasonably adapted to avoid any such violations. See 15 U.S.C. § 1692k(c).

5 62. Defendants' actions were egregious and unlawful. Defendants' actions
6 have harmed Plaintiff resulting in emotional and mental distress, pain, anguish, and
7 suffering, humiliation, loss of livelihood, loss of use of funds, loss of reputation, loss in
8 credit rating, and expenditures of attorney's fees and costs.

9 63. Defendants did not insure that they maintained procedures reasonably
10 adapted to avoid any such violations or followed any internal, error-correction procedures
11 to avoid violations.

12 64. Pursuant to 15 U.S.C. § 1692k(a)(1) all Defendants are liable and Plaintiff
13 is entitled to all actual damages sustained by the Plaintiff as a result of the Defendants'
14 intentional and willful failures, plus, pursuant to 15 U.S.C. § 1692k(a)(2)(A), \$1,000
15 additional damages from each Defendant for such violations.

16 65. The violations of the Fair Debt Collection Practices Act 15 U.S.C. § 1692
17 as described above are prohibited practices and violations of Washington State's
18 Collection Agencies Act including, but not limited to, those found at RCW 19.16.110 and
19 RCW 19.16.250.

20 66. A violation of RCW 19.16 is cumulative and nonexclusive and shall not
21 affect any other remedy available at law pursuant to RCW 19.16.900.

22 67. Pursuant to the Collection Agencies Act at RCW 19.16.440, violations of
23 RCW 19.16.110 and 19.16.250 are unfair and deceptive trade practices under the
Consumer Protection Act found at RCW 19.86.

24 68. Pursuant to RCW 19.86.020, unfair or deceptive acts or practices in the
25 conduct of any trade or commerce are unlawful. Pursuant to RCW 19.86.140, every
26 person who violates RCW 19.86.020 shall forfeit and pay a civil penalty of not more than
27 two thousand dollars for each violation.

28 69. Pursuant to RCW 19.86.039, Defendants' repeated pattern of behavior of
29 the use of unfair and deceptive acts and practices has the capacity to injure other persons.
Pursuant to RCW 19.86.090 treble damages are authorized for civil action for damages.

1 WHEREFORE, Plaintiff demands judgment for damages against each Defendant,
2 severally and individually, for actual damages, plus additional statutory damages, the cost
3 of the action, attorney's fees pursuant to 15 U.S.C. §1692k, plus treble damages pursuant
4 to RCW 19.86.090, and for such other further and equitable relief as the Court deems just
and proper.

5 **COUNT 2**

6 **WILLFUL VIOLATIONS OF THE FAIR CREDIT REPORTING ACT ("FCRA"),
15 U.S.C. §1681 *et seq*; WASHINGTON FAIR CREDIT REPORTING ACT RCW
19.182 *et seq*; THE CONSUMER PROTECTION ACT ("CPA") RCW 19.86 *et seq*
BY DEFENDANTS COLLECTCORP, PHILLIPS AND BARCLAYS (UNDER
7 THE LAW OF AGENCY)**

8 70. Plaintiff realleges and incorporates the above paragraphs as though fully set
forth herein.

9 71. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C.
10 §1681a(c), RCW 19.182 *et seq* and RCW 19.86. *et seq*.

11 72. Transunion and Equifax are consumer reporting agencies (CRA) as defined
12 in 15 U.S.C. §1681(f), regularly engaged in the business of assembling, evaluating and
13 disbursing information concerning consumers for the purpose of furnishing consumer
14 reports as defined in 15 U.S.C. §1681(a)(b), to third parties for monetary compensation.

15 73. A CRA can legally issue a report only for the purposes listed in 15 U.S.C. §
16 1681b. These procedures require that prospective users of the information identify
17 themselves, certify the purposes for which the information is sought, and certify that the
18 information will be used for no other purpose.

19 74. Collectcorp and Phillips are third parties or "credit users" of consumer
20 reports that are liable and responsible to comply with the FCRA, 15 U.S.C. §1681a(c),
21 RCW 19.182 *et seq* and RCW 19.86. *et seq*.

22 75. Collectcorp and Phillips are third parties or "credit users" of consumer
23 reports obtained from CRA's through a general or specific certification. Pursuant to 15
U.S.C. § 1681e, prospective users of the information identify themselves, certify the
purposes for which the information is sought, and certify that the information will be
used for no other purpose.

76. Collectcorp's and Phillips' willful and intentional violations include, but are

1 not limited to, the following:

2 a. Collectcorp deceitfully obtained Plaintiff's consumer report by making a
 3 known-to-be-false, general or specific certification to TransUnion that it was
 4 obtaining Plaintiff's consumer report for a purpose for which the consumer
 5 report was authorized to be furnished. Collectcorp's purpose was falsely
 6 certified to TransUnion. (See 15 U.S.C. § 1681e and 15 U.S.C. §1681b(f)).
 7 b. Collectcorp violated 15 U.S.C. §1681b(f) and RCW 19.182 by obtaining
 8 Plaintiff's consumer report from TransUnion under false pretenses and
 9 without a "permissible purpose" as defined by 15 U.S.C. §1681b.
 10 c. Phillips deceitfully obtained Plaintiff's consumer report by making a known-
 11 to-be-false, general or specific certification to Equifax that it was obtaining
 12 Plaintiff's consumer report for a purpose for which the consumer report was
 13 authorized to be furnished. Phillips falsely certified to Equifax that its
 14 "Phillips and Cohenassoc." inquiry from Florida was "a periodic review" of
 15 Plaintiff's credit history by one of Plaintiff's "creditors." These were known
 16 false statements. (See 15 U.S.C. § 1681e and 15 U.S.C. §1681b(f)).
 17 d. Phillips violated 15 U.S.C. §1681b(f) and RCW 19.182 by obtaining
 18 Plaintiff's consumer report from Equifax under false pretenses and without a
 19 "permissible purpose" as defined by 15 U.S.C. §1681b.
 20 e. Collectcorp claimed it possessed an account ending in "1692." This was an
 21 affirmative misrepresentation. Collectcorp obtained Plaintiff's consumer
 22 report under false pretenses and a falsely alleged "Permissible Purpose"
 23 without being in possession of a legitimate account.
 24 f. Collectcorp obtained Plaintiff's consumer report from TransUnion in violation
 25 of the FCRA at § 1681e(a), § 1681n, § 1681o, & § 1681q and RCW 19.182.
 26 Collectcorp knew or should have known its actions were illegal and would
 27 hurt Plaintiff's credit score and reputation. Collectcorp's actions were done
 28 with a callous disregard of Plaintiff's right to privacy, the FCRA and other
 29 laws.
 30 g. Phillips obtained Plaintiff's consumer report from Equifax in violation of the
 31 FCRA at § 1681e(a), § 1681n, § 1681o, & § 1681q and RCW 19.182. Phillips

1 knew or should have known its actions were illegal.

2 h. Collectcorp and Phillips willfully invaded Plaintiff's privacy under 15 U.S.C.
 3 § 1681n & § 1681o, which authorizes civil causes of action for
 4 noncompliance with the requirements of the FCRA.
 5 i. Collectcorp's and Phillips' procurement of the report, without disclosing the
 6 impermissible purpose for which it was sought, constituted obtaining
 7 consumer information under false pretenses contrary to 15 U.S.C. § 1681q and
 8 RCW 19.182. The FCRA authorizes a civil remedy against a user of a
 9 consumer report who fails to comply with the Act's criminal provision.

10 77. Pursuant to 15 U.S.C. § 1681n, any person who willfully fails to comply
 11 with any requirement imposed under this title with respect to any consumer is liable to
 12 that consumer in an amount equal to (1) actual damages sustained by the consumer as a
 13 result of the failure or \$1,000, whichever is greater; (2) such amount of punitive damages
 14 as the court may allow; and (3) in the case of any successful action to enforce any
 15 liability under this section, the costs of the action together with reasonable attorney's fees
 16 as determined by the court.

17 78. Collectcorp's and Phillips' willful and intentional obtaining information on
 18 the Plaintiff from a consumer reporting agency under false pretenses is a violation of the
 19 Washington State Fair Credit Reporting Act, RCW 19.182.130.

20 79. Pursuant to RCW 19.182.150, a violation of RCW 19.182 is an unfair or
 21 deceptive act in trade or commerce for the purpose of applying the Consumer Protection
 22 Act, RCW 19.86 and for purposes of a judgment awarded pursuant to an action by a
 23 consumer under RCW 19.86.

80. There has been a willful failure by Collectcorp to comply with the
 18 requirements imposed under chapter RCW 19.182, therefore, Plaintiff is entitled to be
 19 awarded actual damages, plus a monetary penalty of one thousand dollars per month from
 20 06/02/2010 to the present, and the costs of the action together with reasonable attorneys'
 21 fees as determined by the court.

22 81. There has been a willful failure by Phillips to comply with the requirements
 23 imposed under chapter RCW 19.182, therefore, Plaintiff is entitled to be awarded actual
 24 damages, plus a monetary penalty of one thousand dollars, and the costs of the action

1 together with reasonable attorneys' fees as determined by the court.

2 82. Collectcorp's willful and unlawful action has harmed Plaintiff resulting in
3 emotional and mental distress, pain, anguish, and suffering, humiliation, loss of
4 livelihood, loss of use of funds, loss of reputation, loss in credit rating, and expenditures
of fees and costs.

5 83. Phillips' willful and unlawful action has harmed Plaintiff resulting in
6 emotional and mental distress, pain, anguish, and suffering, humiliation, loss of
7 livelihood, loss of use of funds, loss of reputation and expenditures of fees and costs.

8 WHEREFORE, Plaintiff demands judgment for damages against Defendants
9 Collectcorp, Phillips and Barclays (by the Law of Agency), severally and individually,
10 for actual and statutory damages, three times the actual damages sustained, punitive
damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681n, RCW 19.182.150 and
RCW 19.86.090 and for such other further and equitable relief as the Court deems just
and proper.

11 **COUNT THREE**

12 **WILLFUL VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION
13 ACT ("TCPA"), 47 U.S.C. § 227 *et seq* AND THE CONSUMER PROTECTION
14 ACT ("CPA") RCW 19.86 *et seq* BY DEFENDANTS FIRSTSOURCE,
COLLECTCORP, PLAZA, FRS, PHILLIPS AND BARCLAYS (UNDER THE
LAW OF AGENCY)**

15 84. Plaintiff re-alleges and incorporates the above paragraphs as though fully
set forth herein.

16 85. The Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq* was
17 intended to protect Plaintiff's right to privacy. Both Plaintiff's residential telephone
18 number and personal, private cellular telephone number are on the "National Do Not Call
19 Registry." Plaintiff's private cellular telephone number was intentionally never a
published number and the number was never listed on any application or any account
20 with any business entity.

21 86. Plaintiff has never given "prior express consent," "permission" or "release"
22 of the Plaintiff's residential telephone number or his private cellular telephone number to
the Defendants and the Defendants do not have an "established business relationship"
23 with the Plaintiff within the meaning of 47 U.S.C. § 227(a)(2).

1 87. Defendants violated the TCPA by initiating telephone calls to Plaintiff's
 2 residential telephone line and Plaintiff's private cellular telephone.

3 88. Firstsource, Collectcorp, Plaza, FRS, and Phillips willfully and knowingly
 4 violated Plaintiff's right of privacy and demonstrated willful and knowing non-
 5 compliance to the regulations prescribed in the Telephone Consumer Protection Act
 6 (TCPA) by doing the following:

- 7 a. Defendants telephoned Plaintiff more than one time within a 12-month
 8 period in violation of 47 U.S.C. § 227(c).
- 9 b. Defendants used an automatic telephone dialing system to call Plaintiff's
 10 private cellular number which is assigned to a cellular telephone service
 11 without the prior express consent of Plaintiff in violation of 47 U.S.C. §
 12 227(b)(1)(A)(iii).
- 13 c. Defendants initiated telephone calls to Plaintiff's private cellular number
 14 which is assigned to a cellular telephone service using an artificial or
 15 prerecorded voice to deliver a message without the prior express consent of
 16 Plaintiff in violation of 47 U.S.C. § 227(b)(1)(A)(iii).
- 17 d. Defendants used an automatic telephone dialing system to call Plaintiff's
 18 residential telephone number without Plaintiff's prior express consent in
 19 violation of 47 U.S.C. § 227(b)(1)(B).
- 20 e. Defendants initiated telephone calls to Plaintiff's residential telephone line
 21 using an artificial or prerecorded voice to deliver a message without the
 22 prior express consent of Plaintiff in violation of 47 U.S.C. § 227(b)(1)(B).
- 23 f. Defendants made or transmitted a telephone solicitation to both the
 24 Plaintiff's residential and private cellular telephones in violation of 47
 25 U.S.C. § 227(c)(1)(F).

26 89. An unintentional call by the Defendants carries a damage amount of \$500
 27 per violation pursuant to 47 U.S.C. § 227(b)(3)(B). An intentional call carries a damage
 28 amount of \$1,500 per violation per 47 U.S.C. § 227(b)(3)(C).

29 90. Defendants made intentional calls to Plaintiff's private cellular telephone
 30 number, without Plaintiff's permission. Defendants have willfully and knowingly
 31 committed the following violations of 47 U.S.C. § 227(b)(1)(A)(iii) and Plaintiff is

1 entitled to damages of \$1500 per violation pursuant to 47 U.S.C. § 227(b)(3)(C):

2 a. Firstsource committed no less than 3 separate violations.
3 b. Collectcorp committed no less than 11 separate violations.
4 c. Plaza committed no less than 9 separate violations.
5 d. FRS committed no less than 4 separate violations.
6 e. Phillips committed no less than 1 separate violation.

7 91. In addition to the above, Plaintiff is also entitled to damages for calls
8 Defendants willfully and knowingly made to Plaintiff's residential telephone line using
9 automated telephone equipment without prior express permission or consent.

10 92. By the Law of Agency, Barclays is responsible and liable for its agents'
11 actions.

12 93. A violation of 47 U.S.C. § 227 is an unfair or deceptive act in trade or
13 commerce for the purpose of applying the Consumer Protection Act, RCW 19.86 and for
14 purposes of a judgment awarded pursuant to an action by a consumer under RCW 19.86.

15 94. Pursuant to RCW 19.86.039, Defendants' repeated pattern of behavior of
16 the use of unfair and deceptive acts and practices has the capacity to injure other persons.
17 Pursuant to RCW 19.86.090 treble damages are authorized for civil action for damages.

18 95. Plaintiff suffered emotional and mental anguish and distress by the
19 repeated, harassing and haranguing telephone calls from one debt collector after another
20 and their refusals to not telephone him when requested. Defendants' willful and unlawful
21 intrusions into Plaintiff's privacy have harmed the Plaintiff resulting in emotional and
22 mental distress, pain, anguish, and suffering, humiliation, loss of livelihood, loss of use of
23 funds, loss of reputation, and expenditures of attorney's fees and costs.

96. Plaintiff is entitled to recover for actual monetary loss from such violations
pursuant to 47 U.S.C. § 227(b)(3)(B)&(C).

WHEREFORE, Plaintiff demands judgment from all Defendants severally and
individually, for actual damages, plus additional statutory damages, for damages for each
such violation pursuant to 47 U.S.C. § 227(b)3 & (c)5, for treble damages, for punitive
damages, for attorney's fees and costs, and for such other further and equitable relief as
the Court deems just and proper.

COUNT FOUR

WILLFUL VIOLATIONS OF RIGHT OF PRIVACY (RCW 9.73.030) AND THE CONSUMER PROTECTION ACT (“CPA”) RCW 19.86 *et seq* BY DEFENDANTS FIRSTSOURCE, COLLECTCORP, PLAZA, FRS, PHILLIPS AND BARCLAYS

97. Plaintiff realleges and incorporates the above paragraphs as though fully set forth herein.

98. Defendants, Firstsource, Collectcorp, Plaza, FRS, and Phillips, willfully and knowingly violated Plaintiff's right of privacy in violation of RCW 9.73.030.

99. Defendants recorded all of their telephone calls to the Plaintiff without first obtaining Plaintiff's consent.

100. Pursuant to RCW 9.73.030 it is unlawful for any individual or entity to record or divulge private communication transmitted by telephone or other device between two or more individuals between points within or without the State of Washington by any device electronic or otherwise designed to record and/or transmit said communication regardless of how such device is powered or actuated, without first obtaining the consent of all the participants in the communication.

101. Excluding all of Defendants' recorded telephone calls made to Plaintiff's residential telephone line, and only counting Defendants' calls to Plaintiff's private cellular telephone alone, Defendants recorded the following telephone calls to Plaintiff without first obtaining Plaintiff's consent: Firstsource recorded at least three (3) separate calls; Collectcorp recorded at least eleven (11) calls; Plaza recorded at least nine (9) calls; FRS recorded at least four (4) calls; and Phillips recorded at least one (1) call. (Plaintiff also has written records when Phillips called his residential telephone two times which were also recorded without Plaintiff's prior consent.)

102. Defendants injured the Plaintiff in his business and livelihood, his person and his reputation and caused mental pain and suffering on account of Defendants' callous disregard for Plaintiff's right of privacy and their willful and intentional violations.

103. Plaintiff is entitled to actual damages, including mental pain and suffering endured by him on account of violation of the provisions of this chapter, or liquidated damages computed at the rate of one hundred dollars a day for each day of violation up to one thousand dollars, and a reasonable attorney's fee and other costs of litigation

1 pursuant to RCW 9.73.060.

2 104. Barclays is liable and responsible for its agents' violations.

3 105. A violation of RCW 9.73.030 is an unfair or deceptive act in trade or
4 commerce for the purpose of applying the Consumer Protection Act, RCW 19.86, and for
purposes of a judgment awarded pursuant to an action by a consumer under RCW 19.86.

5 106. Pursuant to RCW 19.86.039, Defendants' repeated pattern of behavior of
the use of unfair and deceptive acts and practices has the capacity to injure other persons.
6 Pursuant to RCW 19.86.090 treble damages are authorized for civil action for damages.

7 107. Plaintiff hereby demands a trial by jury of all issues so triable as a matter of
law;

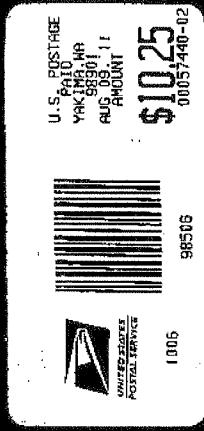
8 WHEREFORE, Plaintiff demands judgment from all Defendants severally and
9 individually, for actual, statutory and/or liquidated damages for each such violation, three
10 times the actual damages, attorney's fees and costs, together with interest thereon at the
highest legal rate, and for such other further and equitable relief as the Court deems just
11 and proper.

12 Respectfully submitted,

13 Dated: August 9, 2011

14 By: 

15 Carl H. Plumb
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